

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. N/A		PAGE 1 OF 81	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER MCC-16-RFP-0245	
						6. SOLICITATION ISSUE DATE 09-26-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MERLE PHILLIPS, PSC Rep MCC				b. TELEPHONE NO. (No Collect Calls) 202-772-6319	
						8. OFFER DUE DATE/LOCAL TIME 10-10-2016 1:00 PM EST	
9. ISSUED BY Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street NW Suite 700 Washington DC 20005				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> EDWOSB NAICS: 541519 <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) SIZE STANDARD: \$27.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Millennium Challenge Corporation CGM 1099 Fourteenth Street NW, Suite 700 Washington DC 20005				16. ADMINISTERED BY Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street NW Suite 700 Washington DC 20005			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						Interior Business Center Interior Business Center M/S D-2773 7301 West Mansfield Avenue Lakewood CO 80235-2230 PHONE: FAX:	
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Millennium Challenge Corporation (MCC) seeks to establish a Single-Award Indefinite Delivery Indefinite Quantity (IDIQ) personal services contract for IT Support Services.</p> <p>This solicitation is restricted to Offerors who are identified as: Small Business, HUBZone Small Business, Service-Disabled Veteran-Owned Small Business, Women-Owned Small Business (WOSB), Economically Disadvantaged WOSB, and 8a.</p> <p style="text-align: center;">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Maxwell Sarpong, CO		31c. DATE SIGNED	

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS.....	5
B.1 SERVICES TO BE PROVIDED	5
B.2. FAR 52.216-1 -- TYPE OF CONTRACT (APR 1984).....	5
B.3 PRICING ARRANGEMENT/CONTRACT TYPE	5
B.4 FUNDING.....	5
B.5 INDEFINITE DELIVERY/INDEFINITE QUANTITY	5
B.6 SCHEDULE.....	6
B.7 ADDITIONAL LABOR CATEGORIES.....	6
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	7
C.4.1 Benefits for accepted contract staff	8
C.4.2 Labor Categories	8
C.4.3 Candidate Selection Process.....	8
C.5.1 IT Specialist (2200) Job Family Standard Work Areas.....	8
C.5.2 Financial Clerical and Technician Series (0503) Work Areas	19
C.5.3 Management and Program Clerical and Assistance Series (0344) Work Areas	19
SECTION D - PACKAGING AND MARKING	21
D.1 PRESERVATION, PACKING, AND MARKING.....	21
SECTION E - INSPECTION AND ACCEPTANCE.....	21
SECTION F - DELIVERIES OR PERFORMANCE	22
F.1 PLACE AND PERIOD OF PERFORMANCE	22
F.2 DELIVERABLES	22
Acceptance Criteria	22
F.3 REPORTING REQUIREMENTS.....	22
F.4 KICK OFF MEETINGS	23
SECTION G - CONTRACT ADMINISTRATION DATA.....	24
G.1 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012).....	24
G.2 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)	24
G.3 MCC 52.232-70 INVOICE INSTRUCTIONS (MCC CUSTOM)	25
SECTION H - SPECIAL CONTRACT REQUIREMENTS	27
H.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	27
H.2 TASK ORDERS.....	27
H.3 REQUEST FOR TASK ORDER PROPOSAL	28
H.4 MCC 52.204-70 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL	28
(MAY 2013)	28

H.5	MCC 52.232-72 LIMITATION OF FUNDS – INCREMENTALLY FUNDED CONTRACTS (NOV 2006)	33
H.6	MCC 52.232-73 TRAVEL REIMBURSEMENT (MAY 2013)	34
H.7	MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)	36
H.8	MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARs) REGISTRATION (AUG 2011)	36
H.9	MCC 52.243-70 INCREASE IN SERVICES (OCT 2006)	36
H.10	KEY PERSONNEL	36
H.11	MCC TECHNICAL DIRECTION	37
H.12	MCC PUBLIC RELEASE AND DISSEMINATION OF INFORMATION	38
H.13	REMOVAL OF CONTRACTOR'S EMPLOYEES (MANDATORY SUBCONTRACTOR FLOW DOWN)	38
H.14	TASK ORDER FUNDING STATUS	38
PART II	- CONTRACT CLAUSES	39
SECTION I	- CONTRACT CLAUSES	39
I.1	52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015) ALTERNATE I (MAY 2014)	39
I.2	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)	49
I.3	52.216-19 ORDER LIMITATIONS (OCT 1995)	54
I.4	52.216-22 INDEFINITE QUANTITY (OCT 1995)	55
I.5	FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	55
I.6	52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	56
I.7	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	57
PART III	- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	58
SECTION J	- LIST OF ATTACHMENTS	58
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	59
SECTION K	- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	59
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	70
L.1	ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	70
L.2	EXCLUSION OF PROPOSALS AND PRE-AWARD COMMUNICATIONS WITH OFFERORS	70
L.3	OFFEROR'S SUBMISSION INSTRUCTIONS	71
L.4	PROPOSAL DUE DATES	73
L.5	STAFFING & RETENTION, PERSONNEL QUALIFICATIONS, AND PAST PERFORMANCE (ORAL PRESENTATION)	73
	(End of Section L)	74
SECTION M	- EVALUATION FACTORS FOR AWARD	75
M.1	FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)	75
M.2	FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014)	77
M.3	EVALUATION FACTORS	78
M.4	EVALUATION METHODOLOGY	79
M.5	DETERMINATION OF COMPETITIVE RANGE	81
M.6	BASIS FOR AWARD	81

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES TO BE PROVIDED

The Millennium Challenge Corporation (MCC) is soliciting to award a single indefinite delivery/indefinite quantity (IDIQ) personal services contract in support of the Office of the Chief Information Officer (OCIO) for IT Support Services. The selected Contractor shall provide IT support in the following areas:

1. IT Specialist Work Areas
2. Financial Clerical and Technician Series Work Areas
3. Management and Program Clerical and Assistance Series Work Areas

B.2. FAR 52.216-1 -- TYPE OF CONTRACT (APR 1984)

The Millennium Challenge Corporation (MCC) anticipates the award of an **IDIQ Contract**. Under this solicitation, **Task Orders** will be issued against the IDIQ Contract at the discretion of the MCC on a Time and Materials or a Firm Fixed Price basis.

The period of performance will be for a five (5) year base period with no Option Periods.

B.3 PRICING ARRANGEMENT/CONTRACT TYPE

This is a single award IDIQ contract in which Time and Materials or Firm Fixed Price Task Orders will be awarded. Task Orders shall be issued utilizing the provisions of the Federal Acquisition Regulation (FAR) Part 16.5 and all other relevant provisions and clauses.

B.4 FUNDING

Funding will be obligated to Individual Task Order(s) for the services to be provided. The Government is not obligated to reimburse and the Contractor shall not incur any costs in excess of the total amount allotted by the Government to the Task Order. The Contractor assumes the risk for any increased costs beyond what the Government obligates. Funding from one task order shall not be used to expense work on another task order unless a modification to both task orders has been issued, in writing, by a warranted Contracting Officer.

Increases in ceiling or funding amounts shall only be accomplished through direction and/or execution of modifications against the Task Orders.

B.5 INDEFINITE DELIVERY/INDEFINITE QUANTITY

Minimum Obligation: The minimum obligation is established at \$2,500.00 for the Contract Period.

Maximum: The maximum obligation is established at \$14,000,000.00 for the Contract Period.

B.6 SCHEDULE

Unless expressly identified otherwise in a Task Order, the Contractor shall furnish all personnel, transportation, and other services required to provide IT Support services to the MCC in accordance with Section C, Statement of Work, and the terms and conditions contained herein. The required services are to be provided at the fixed rates set forth in the Schedule. The labor categories, fully burdened hourly billing rates (inclusive of direct labor, fringe benefits, applicable indirect costs and profit) and ODC burden rate(s), applicable under the contract should be provided by each offeror.

The table below must be completed by each offeror for your IDIQ price proposal in Volume III. The contractor shall provide a comprehensive list of all potential labor categories that will be required to fulfill the tasks under this IDIQ, based on the job family work areas (Attachments J.5 through J.8), and with fully burdened hourly rates for Years 1 through 5 of the IDIQ.

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5

The specific level of effort required will be identified on individual Task Orders placed under the IDIQ contract. See Attachment J.9 “Sample Pricing Template for Task Order”.

In accordance with clause MCC 52.232-72, “Limitation of Funds – Incrementally Funded Contracts,” funds in the amount of **[fill in amount]** have been allotted to this contract. It is contemplated that funds now obligated under this contract will cover the work to be performed until **[fill in date]**. The Contractor shall not perform work on the contract which exceeds the total amount actually allotted by the Government to the contract. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract. The contractor assumes the risk for any increased costs beyond what the Government obligates.

B.7 ADDITIONAL LABOR CATEGORIES

In the performance of this contract, it may become desirable to add new labor categories to Section B. In such cases, the Government may identify additional labor categories and the Contractor shall, in good faith, negotiate the hourly rates for the categories with the Contracting Officer. Upon completion of such negotiation, the Contracting Officer will modify the contract to add the new categories.

(End of Section B)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) is a U.S. Government corporation whose mission is to provide assistance that will support economic growth and poverty reduction in carefully selected countries that demonstrate a commitment to just and democratic governance, economic freedom, and investments in their citizenry. For more information on the MCC, please visit www.mcc.gov.

On January 23, 2003, the United States established the Millennium Challenge Corporation (MCC), an innovative foreign assistance program designed to reduce poverty by promoting sustainable economic growth. MCC, a U.S. government corporation, is based on the principle that aid is most effective in countries that promote good governance, economic freedom, and investments in people.

If you are looking to be a part of a dynamic team environment then MCC is the place for you! Visit our WEBSITE at WWW.MCC.GOV to see the life changing projects our staffs are undertaking. MCC's mission is to reduce poverty through economic growth.

Our model is defined by principles of selectivity, country ownership, transparency, and a focus on results. Our values identify who we are and what is important to us. MCC's values are CLEAR - Collaboration, Learning, Excellence, Accountability and Respect. We recruit staff that will embody and uphold these values.

The MCC requires a contractor to execute a personal services indefinite delivery, indefinite quantity (IDIQ) contract in order to augment its Information Technology Support staff.

C.2 OBJECTIVE

The Office of the Chief Information Officer (OCIO) has a wide range of staff support needs across five business areas: Enterprise Applications, End User Support, Information Assurance, Infrastructure Operations, and the Program Management Office. This support will be aligned with the traditional Office of Personnel and Management (OPM) job family standard for Administrative Work in the Information Technology Group (2200), Financial Clerical and Technician Series (0503), and Management and Program Clerical and Assistance Series (0344).

C.3 SCOPE OF WORK

The Contractor shall provide staffing support for up to fifteen positions that will be defined in accordance with the OPM guide for the 2200, 0503, or 0344 series standards, which can be found in Attachment J.5 through J.8 to this Request for Proposal (RFP). Each position description (PD) will have an associated level that will guide the contractor in proposing a suitable labor category and candidate.

MCC is specifically authorized by statute to award personal service contracts as defined by FAR 2.101 and 37.104 and as necessary to meet its mission. The nature of the contract administration work under this contract necessitates direct supervision of the contractor's staff by Administrative and Finance (A&F) supervisors. Therefore, under this contract, the contractor shall provide personal services to the MCC. However, all contractor staff will carry a "contractor" MCC identification card, identify themselves in all correspondence as contractors representing MCC.

C.4 GENERAL INFORMATION REGARDING PSC CONTRACTS AT MCC

As PSC contracts are different than traditional contracts, this section describes how this contract will be executed on a day to day basis.

C.4.1 Benefits for accepted contract staff

Each PSC contract staff member will have access to the MCC eLearning system and are eligible to apply for transit benefits. Contract staff will need to request guidance regarding the process for taking advantage of these benefits.

C.4.2 Labor Categories

As mentioned in section 2.0, contract staff positions will be described through an official PD, and in keeping with the job family series. Job family series and PDs will designate the functional area for the positions, descriptions of the capabilities the contract staff needs to have, and the duties of the position (See Attachments J.3 and J.4).

C.4.3 Candidate Selection Process

The contractor shall provide a minimum of three (3) resumes for each labor category identified in the Task Order. Since this is a PSC contract, MCC will conduct interviews to select the best candidate.

Each time a position is defined that needs to be staffed by the contractor, MCC will develop a PD or a SOW that provides the area of work, as defined by OPM, the level of the position and the quantity of staff needed.

C.5 POSITION AREAS/REQUIRED RESOURCES

The Contractor shall furnish resources in accordance with the Position Descriptions to fulfill the requirement of the Task Orders. The position areas outlined below describes the expertise needed and the anticipated functions the PSC shall be expected to perform.

C.5.1 IT Specialist (2200) Job Family Standard Work Areas

Title	Description
Policy and Planning	<p>Work that involves a wide range of IT management activities that typically extend and apply to an entire organization or major components of an organization. This includes strategic planning, capital planning and investment control, workforce planning, policy and standards development, resource management, knowledge management, auditing, and information security management.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <ul style="list-style-type: none">developing and maintaining strategic plans;assessing policy needs and developing policies to govern IT activities;providing policy guidance to IT management, staff, and customers;

	<p>defining current and future business environments;</p> <p>preparing IT budgets;</p> <p>managing IT investment portfolios;</p> <p>establishing metrics to measure and evaluate systems performance and total cost of ownership;</p> <p>identifying and addressing IT workforce planning and management issues, such as recruitment, retention, and training;</p> <p>conducting audits of IT programs and projects; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of planning and management services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>enterprise resource planner</p> <p>IT policy and planning analyst</p> <p>IT program management specialist</p> <p>IT auditor</p>
Enterprise Architecture	<p>Work that involves the analysis, planning, design, implementation, documentation, assessment, and management of the enterprise structural framework to align IT strategy, plans, and systems with the mission, goals, structure, and processes of the organization.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>developing reference models of the enterprise and maintaining the information in the IT repository;</p> <p>determining the gaps between the current and the target architecture and developing plans for transitioning to target architecture;</p> <p>defining the policies and principles to guide technology decisions for the enterprise architecture;</p> <p>identifying opportunities to improve enterprise-level systems to support business processes and utilize emerging technologies;</p>

	<p>promoting and educating customers and stakeholders on the use and value of the enterprise architecture;</p> <p>providing enterprise architecture guidance, support, and coordination to customers and IT project teams;</p> <p>documenting the enterprise architecture infrastructure, including the business units and key processes, using modeling techniques;</p> <p>ensuring technical integration is achieved across the enterprise by participating in test planning, validation, and reviews;</p> <p>evaluating the impact of enterprise architecture products and services on IT investments, business operations, stakeholder satisfaction, and other outcomes;</p> <p>coordinating and conducting governance and portfolio management activities associated with ensuring compliance with the enterprise architecture; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices to all components of the enterprise architecture.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>chief or senior enterprise architect</p> <p>enterprise architect</p> <p>information technology architect</p>
Security	<p>Work that involves ensuring the confidentiality, integrity, and availability of systems, networks, and data through the planning, analysis, development, implementation, maintenance, and enhancement of information systems security programs, policies, procedures, and tools.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>developing policies and procedures to ensure information systems reliability and accessibility and to prevent and defend against unauthorized access to systems, networks, and data;</p> <p>conducting risk and vulnerability assessments of planned and installed information systems to identify vulnerabilities, risks, and protection needs;</p>

	<p>promoting awareness of security issues among management and ensuring sound security principles are reflected in organizations' visions and goals;</p> <p>conducting systems security evaluations, audits, and reviews;</p> <p>developing systems security contingency plans and disaster recovery procedures;</p> <p>developing and implementing programs to ensure that systems, network, and data users are aware of, understand, and adhere to systems security policies and procedures;</p> <p>participating in network and systems design to ensure implementation of appropriate systems security policies;</p> <p>facilitating the gathering, analysis, and preservation of evidence used in the prosecution of computer crimes;</p> <p>assessing security events to determine impact and implementing corrective actions; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of all IT services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>information systems security analyst/specialist</p> <p>information systems security officer</p> <p>network security officer</p> <p>information assurance analyst/specialist</p>
Systems Analysis	<p>Work that involves applying analytical processes to the planning, design, and implementation of new and improved information systems to meet the business requirements of customer organizations.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>performing needs analyses to define opportunities for new or improved business process solutions;</p> <p>consulting with customers to identify and specify requirements;</p>

	<p>developing overall functional and systems requirements and specifications;</p> <p>conducting business process reengineering;</p> <p>conducting feasibility studies and trade-off analyses;</p> <p>preparing business cases for the application of IT solutions;</p> <p>defining systems scope and objectives;</p> <p>developing cost estimates for new or modified systems;</p> <p>ensuring the integration of all systems components; e.g., procedures, databases, policies, software, and hardware;</p> <p>planning systems implementation; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices to the systems analysis process.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>systems analyst</p> <p>business analyst</p> <p>solutions architect</p>
Applications Software	<p>Work that involves the design, documentation, development, modification, testing, installation, implementation, and support of new or existing applications software.</p> <p>Functions commonly performed by employees assigned to this specialty may include:</p> <p>analyzing and refining systems requirements;</p> <p>translating systems requirements into applications prototypes;</p> <p>planning and designing systems architecture;</p> <p>writing, debugging, and maintaining code;</p> <p>determining and designing applications architecture;</p> <p>determining output media/formats;</p> <p>designing user interfaces;</p> <p>working with customers to test applications;</p>

	<p>assuring software and systems quality and functionality;</p> <p>integrating hardware and software components;</p> <p>writing and maintaining program documentation;</p> <p>evaluating new applications software technologies; and/or</p> <p>ensuring the rigorous application of information security/ information assurance policies, principles, and practices to the delivery of application software services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>programmer</p> <p>programmer analyst</p> <p>applications developer</p> <p>software engineer</p> <p>software developer</p> <p>software quality assurance specialist</p>
Operating Systems	<p>Work that involves the planning, installation, configuration, testing, implementation, and management of the systems environment in support of the organization's IT architecture and business needs.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>analyzing systems requirements in response to business requirements, risks, and costs;</p> <p>evaluating, selecting, verifying, and validating the systems software environment;</p> <p>evaluating, selecting, and installing compilers, assemblers, and utilities;</p> <p>integrating hardware and software components within the systems environment;</p> <p>monitoring and fine-tuning performance of the systems environment;</p> <p>evaluating new systems engineering technologies and their effect on the operating environment; and/or</p>

	<p>ensuring that information security/information assurance policies, principles, and practices are an integral element of the operating environment.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>systems programmer</p> <p>systems software programmer</p> <p>systems engineer</p> <p>systems software engineer</p>
Network Services	<p>Work that involves the planning, analysis, design, development, testing, quality assurance, configuration, installation, implementation, integration, maintenance, and/or management of networked systems used for the transmission of information in voice, data, and/or video formats.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>analyzing and defining network requirements;</p> <p>defining and maintaining network architecture and infrastructure;</p> <p>configuring and optimizing network servers, hubs, routers, and switches;</p> <p>analyzing network workload;</p> <p>monitoring network capacity and performance;</p> <p>diagnosing and resolving network problems;</p> <p>developing network backup and recovery procedures;</p> <p>installing, testing, maintaining, and upgrading network operating systems software; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of network services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>network administrator</p> <p>LAN/WAN administrator</p>

	<p>network analyst</p> <p>network designer</p> <p>network engineer</p>
Data Management	<p>Work that involves the planning, development, implementation, and administration of systems for the acquisition, storage, and retrieval of data.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>analyzing and defining data requirements and specifications;</p> <p>designing, normalizing, developing, installing, and implementing databases;</p> <p>maintaining, monitoring, performance tuning, backup, and recovery of databases;</p> <p>installing, configuring, and maintaining database management systems software;</p> <p>analyzing and planning for anticipated changes in data capacity requirements;</p> <p>developing and administering data standards, policies, and procedures;</p> <p>developing and implementing data mining and data warehousing programs;</p> <p>evaluating and providing recommendations on new database technologies and architectures; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of data management services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>database developer</p> <p>database administrator</p> <p>data analyst</p> <p>data administrator</p> <p>data architect</p>

	<p>data storage specialist</p> <p>data warehouse specialist</p>
Internet	<p>Work that involves the technical planning, design, development, testing, implementation, and management of Internet, intranet, and extranet activities, including systems/applications development and technical management of Websites. This specialty only includes positions that require the application of technical knowledge of Internet systems, services, and technologies.</p> <p>In most cases, the term Internet is used in this standard to refer generically to Internet, intranet, and extranet systems and services.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>determining overall technical design and structure of Internet services;</p> <p>monitoring functionality, security, and integrity of Internet services;</p> <p>troubleshooting and resolving technical problems with the design and delivery of Internet services;</p> <p>collecting and analyzing Internet services usage and performance statistics;</p> <p>evaluating new Internet services and technologies;</p> <p>providing technical advice to Internet content providers; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of Internet services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>Web developer</p> <p>Webmaster</p> <p>Web manager</p> <p>Website administrator</p> <p>Web operations specialist</p>

	<p>Internet specialist</p> <p>Internet developer</p> <p>Internet architect</p> <p>NOTE: This specialty does not include positions referred to as Webmaster, Web manager, and Web page manager that do not require a paramount knowledge of IT principles, concepts, and methods. Classify such positions in other occupational series requiring paramount knowledge of the subject matter involved.</p>
Systems Administration	<p>Work that involves planning and coordinating the installation, testing, operation, troubleshooting, and maintenance of hardware and software systems.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>planning and scheduling the installation of new or modified hardware and operating systems and applications software;</p> <p>managing accounts, network rights, and access to systems and equipment;</p> <p>managing systems resources including performance, capacity, availability, serviceability, and recoverability;</p> <p>implementing security procedures and tools;</p> <p>developing and documenting systems administration standard operating procedures;</p> <p>resolving hardware/software interface and interoperability problems;</p> <p>ensuring systems availability, functionality, integrity, and efficiency;</p> <p>maintaining systems configuration;</p> <p>managing the installation and integration of systems fixes, updates, and enhancements; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of systems administration services.</p> <p>Common organizational or functional titles for positions in this specialty:</p>

	<p>systems administrator</p> <p>site administrator</p> <p>UNIX/Windows systems administrator</p>
Customer Support	<p>Work that involves the planning and delivery of customer support services, including installation, configuration, troubleshooting, customer assistance, and/or training, in response to customer requirements.</p> <p>Functions commonly performed by employees in this specialty may include:</p> <p>diagnosing and resolving problems in response to customer reported incidents;</p> <p>researching, evaluating, and providing feedback on problematic trends and patterns in customer support requirements;</p> <p>developing and maintaining problem tracking and resolution databases;</p> <p>installing, configuring, troubleshooting, and maintaining customer hardware and software;</p> <p>developing and managing customer service performance requirements;</p> <p>developing customer support policies, procedures, and standards;</p> <p>providing customer training; and/or</p> <p>ensuring the rigorous application of information security/information assurance policies, principles, and practices in the delivery of customer support services.</p> <p>Common organizational or functional titles for positions in this specialty:</p> <p>technical support specialist</p> <p>customer support specialist</p> <p>help desk representative</p> <p>maintenance specialist</p> <p>NOTE: Positions responsible for assisting customers in installing and configuring desktop systems and commercial off-the-shelf software and resolving problems in accordance with established</p>

	procedures, that do not meet the criteria for coverage in this job family standard, should be classified in the Computer Clerk and Assistant Series, 0335 or other related one-grade interval series.
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C.5.2 Financial Clerical and Technician Series (0503) Work Areas

Employees in this series shall perform clerical and technician work in support of accounting, budget, financial management, or fiscal operations not readily classified to another more specific series, or that includes a combination of work classifiable to two or more series in the GS-500 group when no one series predominates. Clerical work involves compiling figures, maintaining records, compiling reports, or performing other procedural work which represents the transactions or business of an organization. Technician work involves various kinds of duties which require applying a practical knowledge of regulations and precedent cases. Technicians apply specific procedures and established methods. Some technicians may perform specialized non-administrative work preparing data for automated financial systems or may support professionals by writing synopses of audits or financial reports or deciding entitlement against definitive criteria.

For the purposes of this RFP, positions filled will focus on budget planning and execution for OCIO's specific budget rather than agency level budgeting.

C.5.3 Management and Program Clerical and Assistance Series (0344) Work Areas

Management clerks and assistants shall apply clerical and technical procedures, methods, and techniques to support management analysis functions and processes. Management analysis involves analyzing, evaluating, and improving the efficiency of internal administrative processes, organizations, or management. This includes studying and recommending improvements to organizational structures, processes, and workflow, and in the use of staff, funding, and other resources. Management analysis also involves developing, evaluating, and advising on the methods and policies for providing administrative or information management systems to agencies, such as records, directives, mail, or forms management systems.

Program clerks and assistants shall apply clerical or technical procedures, methods, and techniques to support program analysis functions and processes. Program analysis involves planning, analyzing, and evaluating the effectiveness of line or operating programs. This includes developing agency program objectives, identifying required resources (e.g., staff, money, and materials), measuring program progress and quality of service, and devising actions to resolve program problems in meeting goals and objectives.

For the purposes of this RFP, positions filled will focus on providing management or program clerical duties in support of projects, programs, teams, or other non-IT specific work.

C.6 Labor Requirements

The Contractor shall identify the labor categories and the level of effort required to fulfill the tasks specified in Section C.5. Under the IDIQ contract, the offeror shall list all of the positions that will be utilized under the contract, and shall also propose hourly rates for each labor category.

At the Task Order level, the offeror shall propose personnel for the labor categories that meet the qualifications as outlined in the PD, along with resumes. The Contractor shall furnish qualified personnel required to perform the tasks in

support of the five business areas: Enterprise Applications, End User Support, Information Assurance, Infrastructure Operations, and the Program Management Office.

C.7 Task Orders

Task Order One will be executed at time of award to fill the Enterprise Support Services IT Specialist and PMO Program Assistant positions. The offeror shall submit resumes for these positions that are responsive to the solicitation, and that are consistent with the Position Descriptions in Attachments J.3 and J.4. Task Orders will be issued throughout the period of performance of the IDIQ Contract and will be determined by the Program Office's needs.

C.7.1 Task Order Management

Funding will be obligated at the Task Order level. The Contracting Officer's Representative (COR) will be responsible for overseeing all Task Orders. However, the Project Monitor (PM) will assist the COR with the day to day responsibilities of each Task Order, such as assigning tasks, approving invoices, and approval and acceptance of deliverables.

When issuing a task order, MCC will provide a PD (see section C.5 RFP). The vendor will provide a lightweight proposal in return that includes the appropriate labor category, a brief statement illustrating their understanding of the need, and two to three candidates. MCC will then work with the vendor to either select a candidate based on interviews or receive new candidates.

C.8 Post Award Meeting

It is anticipated the Government will have a post-award meeting within three (3) working days after contract award. The post-award meeting will be held at MCC Headquarters in Washington, DC and will also serve as the kick-off meeting which will include a discussion of Task Order requirements, the schedule for the completion of this requirement and any other pertinent information that the contractor will need to meet the performance requirements of this contract. See Section "F.4 Kick Off Meetings" for details.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with FAR 52.212-4, Contract Terms and Conditions – Commercial Items.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE AND PERIOD OF PERFORMANCE

Tasks shall be performed at the government's location. MCC Headquarters is in Washington DC, with telework as an allowable benefit.

MCC anticipates awarding a 5-year IDIQ contract with no option periods. The overall anticipated period of performance for this contract shall be the following:

Period of Performance: November, 2016 to November, 2021

F.2 DELIVERABLES

All reports and deliverables shall be submitted in electronic format and in hardcopy as necessary and/or required in specific task orders. Deliverables will be considered "draft" upon initial receipt. Unless otherwise stated in task order, drafts will be reviewed and accepted or concerns raised/comments provided within two weeks of receipt. The contractor shall appropriately address the MCC's concerns and provide final deliverables within one week of receiving the MCC response unless otherwise stated in the task order.

Acceptance Criteria

The deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified.
- Quality and clarity of analyses and work produced.
- Timeliness and efficacy of communications with relevant counterparts at MCC, MCA, and other relevant organizations.
- All reports are to be submitted in English in an electronic copy (in MS Word), with tables, data and calculations in MS Excel.

F.3 REPORTING REQUIREMENTS

Reporting requirements for each task order will be specified in the task order. All reports will be provided to the COR, with a copy of the cover page only to the Contracting Officer.

The following provides illustrative examples of the types of reports that may be required:

F.3.1 Staff Member Monthly Report

Each month staff on each Task Order shall provide a status report of activities they have completed. Monthly progress reports will consist of the following format to measure the progress of each task:

Task: XXXXXX
Status: XXXXXXXX
Recommendations: XXXXXXXX

Monthly reports are due the first workday of each month. The staff member shall also produce other reports and analyses as requested by MCC. Example of such reports and analyses include, but are not limited to, the following:

- Cost/Benefit Analysis
- Communication Plans and Deliverables
- Customer support analysis, ticket analysis, and customer training recommendations
- Risk Management Plans and Logs
- Project Management Plans and Evaluations

Deliverables will be considered “draft” upon initial receipt. Drafts will be reviewed and accepted or concerns raised/comments provided within two weeks of receipt. The staff member shall appropriately address the Corporations’ concerns and provide final deliverables within one week of receiving the MCC response.

F.3.2 Contract Monthly Report

Each month an overall contract status report will be produced. It should include staffing status, if applicable, and highlights for the month from all Task Order staff.

Other deliverables will be at the direction of the COR for the Task Order and created in the execution of job tasks.

F.4 KICK OFF MEETINGS

F.4.1 Contract Kick Off Meeting. The CO will hold a contract kick-off meeting with the selected offeror. The purpose of the meeting will be to:

- Have MCC program and acquisition staff meet the Contractor and Contractors’ overall management staff to define and clarify roles;
- Discuss the task order competition processed
- Discuss the general contract administrative process;
- Discuss the general task order administrative, invoicing, and reporting process; and
- Answer any questions.

F.4.2 Task Order Kick Off Meeting. At the discretion of the CO, and as identified in the task order, the contractor and key personnel (as identified in the task order) may be required to attend a task order kickoff meeting. The kick off meeting will generally be held within 5 business days after task order award and the contractor’s attendance is MANDATORY. The location of the kick off meeting will be at MCC discretion. Generally, the purpose of the kickoff meeting will be to:

- Have MCC task order program and acquisition staff meet the Contractor and Contractor’s task order management staff, key personnel/subcontractors to define and clarify roles;
- Overview the requirements of the task order and finalize the task order delivery calendar Contract on the order’s delivery schedule and critical milestones;
- Discuss SOW, task order objectives, and supplemental background and technical project information, as necessary;
- Review the contractor’s project plan submitted under the task order proposal;
- Define and clarify roles related to the task order; and
- Answer any questions.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[signatory]

Contract Administrator

Date

G.3 MCC 52.232-70 INVOICE INSTRUCTIONS (MCC CUSTOM)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_IBCDenver@ibc.doi.gov

or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone of the Contractor
- (2) Date of invoice and invoice number
- (3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable
- (4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)
- (5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

- (6) Name of Contracting Officer’s Representative (COR); and
- (7) Signature of authorized representative of the firm with the following invoice certification:

“The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment

clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:
MCC_Accounting_IBCDenver@ibc.doi.gov

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

H.2 TASK ORDERS

MCC will issue specific task orders for each requested service. The task order will describe the assignment, define the specific services requested, specify deliverables, location and period of performance and provide budget parameters. The contractors shall not perform any work without MCC requesting such work through a task order. MCC must concur with the final timing, technical approach, team composition and budget before the contractor is authorized to implement services. MCC could provide supporting documents or other background information as appropriate.

General parameters for task orders include:

- a. The maximum value of an individual task order shall not exceed \$5 Million. There is no expectation of average size of any task order issued by MCC;
- b. Task Orders may only be issued by a Contracting Officer. Each task order will carry a specific task order number which will be cited on each invoice placed against this IDIQ;
- c. The labor categories shall be included under Section B.6 – Schedule will be used in executed task orders. When, additional labor categories are required for a task order, the contractors must propose fully loaded hourly rates and submit a labor description including the minimum years of experience and educational requirements. The rate may be negotiated for incorporation into the IDIQ contract or may be incorporated for the task order;
- d. The Contactor should note that the fixed labor rates in the task order award can be no higher than the negotiated rates in this IDIQ contract.
- e. Contractors may propose discounts to the labor rates or the ODC burden rate, as specified in Section B. The task order proposal must separately show the contract rate, the discount percentage, and the discounted rate. In the event of task order award, the hourly rates will be fixed and applicable through the entire task order performance period.

H.3 REQUEST FOR TASK ORDER PROPOSAL

The evaluation may be based on one or more technical factors such as defined in the request for task order proposal. To obtain services or other deliverables that are within the scope of this IDIQ, the Contracting Officer may issue orders using any of the pricing types specified in the IDIQ.

No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

Individual task orders will clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders will be within the scope described herein, issued within the period of performance and be within the maximum ceiling of the contract. Only a Contracting Officer (CO) may modify the basic contract to change the scope, period or maximum ceiling.

Evaluation Factors for Task Orders will include the following:

- a. Personnel Qualifications (resumes)
- b. References
- c. Price

H.4 MCC 52.204-70 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAY 2013)

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures, including MCC's Background Investigations and Clearances (Security Clearances and Facility Access Clearances) for Federal Employment, Contract Service and/or Volunteer Service at the Millennium Challenge Corporation (MCC's Background Investigations and Clearance policy).

A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor candidates hired to work under contracts awarded by MCC and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU), Foreign Government Information (FGI) or other MCC-Sensitive information must be U.S. citizens or have Permanent Resident Status in the U.S. Contractor candidates will undergo a background investigation for a facility access clearance (a.k.a. a "favorable suitability" determination per MCC's Background Investigations and Clearance policy. The screening will determine the candidate's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for a Moderate Risk Public Trust (MRPT) position and fingerprint imaging to be reported to FBI national databases and reported to MCC's Security & Office Services-Security Office (MCC/Security).

For contract positions with and in support of an MRPT position, a non-U.S. citizen foreign national (FN) who has Permanent Resident Status in the U.S. (a.k.a. holds a valid Alien Registration Card, commonly referred to as a "green card," although the actual card is no longer green), the contractor candidate must have been residing, working and/or attending school in the U.S. for the last two (2), preferably three (3), years in order for a meaningful background investigation to be conducted and the contractor candidate will be required to report all residences, work venues and/or school registrations for the last seven (7) years. Processing a MRPT background investigation for a foreign national with Permanent Resident Status may require waiting for receipt of a final Report of Investigation, at the discretion of MCC/Security, which might take up to 120 days after the candidate's reviewed background submission is released by MCC/Security for assignment to an investigator.

MCC/Security can only make a determination of a contractor candidate's eligibility to meet facility access clearance requirements when the candidate completes an on-line Questionnaire for Public Trust Positions (SF-85P) and Supplemental Questionnaire for Public Trust Positions (SF-85PS) via OPM's electronic Questionnaire for Investigations Processing (e-QIP) which MCC/Security initiates and e-mails instructions to the candidate.

Contractor is required to have all affected personnel execute appropriate security forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as the SF85P/SF-85PS, related signature releases and supplemental forms and submit to fingerprint imaging) as well as the SF-85P/SF-85PS, signature releases and supplemental forms and submit to fingerprint imaging) to MCC/ Security within seven (7) days after MCC/Security e-mail request is sent before a determination will be made with regard to the contractor candidate's access to MCC Headquarters or overseas RCD offices and/or MCCNet is approved. Contractor candidates may be permitted to work under the contract while the background investigation is being conducted at the discretion of MCC/Security. MCC/Security will provide the necessary background investigations forms – which must be submitted via OPM's on-line system – to each contractor candidate, whose Privacy Act protected rights will be protected in that details regarding a negative determination with regard to suitability will only be revealed to the individual contractor candidate by MCC/Security. (Also see "Contract Award" below.)

Contractor candidates for whom unfavorable or derogatory information is developed and/or reported during the background investigation process will be presented to the contractor candidate by MCC/Security and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract and access to MCC headquarters and/or any overseas MCC/Resident Country Director offices and/or MCCNet will be immediately terminated if the contractor candidate has been permitted to work in advance of completion of his/her background investigation

The initial ineligibility decision will be communicated by the MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected contractor candidate directly by MCC/Security.

MCC/Security will follow USG-wide reciprocity mandate per The Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004, Title III, Sec. 3001 (12/06/2004) and may accept, via reciprocity, a previous investigation meeting or exceeding the MCC required investigation standard (NACLC and fingerprinting) and a related adjudication for a clearance meeting or exceeding the MCC-required clearance. Per IRTPA, the investigation must have been completed within the previous two calendar years. Contractor candidates may be required to submit updated security forms.

MCC/Security's decision to grant a facility access clearance to a contractor candidate will be communicated via the STARS Sharepoint New Hires database and CGM will communicate the requirement for each contractor candidate to the contractor for attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All contractor candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the contractor candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the contractor candidate's status as a contractor who does not have access to national security classified information.

B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor candidates hired to work under contracts awarded by MCC who do not require access to MCC Headquarters are preferred to be U.S. citizens or have Permanent Resident Status in the U.S. Employment of any foreign national (FN) working within the U.S. must have been lawfully admitted into the U.S. in accordance with immigration laws with eligibility to work within the U.S. Employment of a FN by MCC outside of the U.S. is subject to applicable security and legal requirements established by the Chief of Mission (a.k.a. Ambassador of the U.S. to the foreign country where the non-U.S.

citizen FN will be engaged as an MCC contractor) and the U.S. Department of Treasury. Each Chief of Mission is selected by the Secretary of State at the U.S. Department of State in consultation with The White House Office of Presidential Personnel.

The contractor must provide to MCC/Security the full name, date of birth, place of birth, social security number (except for FN contractors not issued a social security number), home address, work telephone number and a home and/or personal cell telephone number via fax submission of MCC/Security's Personal Information Request Form. MCC/Security will use a contractor candidate's Privacy Act protected Personally Identifiable Information (PII) to screen each contractor candidate through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify each contractor candidate's suitability. Contractor personnel may be permitted, at the discretion of MCC/Security, work under the contract while the background investigation is being conducted.

Contractor candidates on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC/Security. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract.

The ineligibility determination will be communicated by MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected individual directly by MCC/Security.

C. Personal Services Contractor Security Clearance Requirements

The number of Personal Services Contractors (PSCs) cleared for access to national security classified information will be limited only to those PSCs encumbering a Full-Time Equivalent (FTE) Federal employee position, based on operational needs requiring the specific PSC to access national security classified information or systems in consultation with MCC's Human Resources Division and only with approval of the Vice President, Department of Administration & Finance. The level of access approved will relate directly to the level of national security classified information (secret = noncritical-sensitive FTE position or top secret = critical-sensitive FTE position) the PSC candidate requires in order to perform their official USG functions.

1. Personal Service Contractors (PSC). MCC/Security is responsible for investigation and clearance actions associated with PSC candidates who are directly compensated by MCC. MCC/Security will process the appropriate level of background investigations and grant appropriate level security clearances for all PSCs where MCC makes payment directly to the individual. The level of background investigation and clearance (secret = noncritical-sensitive or top secret = critical-sensitive) granted will be based on the duties to be performed by the PSC as compared with the position of an MCC Federal employee in a similar position.

PSC candidates will be required to execute background investigation forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as a Questionnaire for National Security Positions (SF-86), signature releases and supplemental forms and submit to fingerprint imaging to be reported and reviewed by FBI national databases) and submit to MCC/Security before access to the facility or MCCNet is approved. PSC candidates may be permitted to work, at the discretion of MCC/Security, under the contract while the background investigation is being conducted. MCC/Security will provide the necessary forms to the contractor candidate, will process the background investigation and grant, if interim name checks, credit check and fingerprint report permit, an interim secret-level security clearance and will adjudicate the PSC candidate's final security clearance within twenty (20) days of receipt of the PSC candidate's Report of Investigation (ROI).

Being granted either an interim and/or final security clearance (the latter of which may be granted via reciprocity, per IRTPA, if the PSC candidate has already been investigated and granted a security clearance by another Federal agency) require each

PSC candidate to attend an MCC/Security Clearance Briefing and signature on a Classified Information Nondisclosure Agreement (SF-312) before MCC/Security will grant the PSC candidate a security clearance.

MCC/Security's decision to grant an interim or final security clearance to a PSC candidate will be communicated via the STARS Sharepoint New Hires database and CGM will communicate the requirement for each PSC candidate to attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All PSC candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the PSC candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the PSC candidate's status and level of security clearance granted.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in NISP which much conduct classified business with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC Contracting Officer, in consultation with MCC/Security, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

D. Exceptions to Investigations Requirements

Contractor candidates are exempt from investigative requirements when working in temporary Low Risk Public Trust (LRPT) positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single continuous assignment or a series of assignments within a 365 day period. LRPT positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

Contractor candidates are exempt from investigative requirements when working in a part-time Moderate Risk Public Trust (MRPT) position, as defined in Section 4.18.2 of MCC's Background Investigations and Clearances policy:

Moderate Risk Public Trust (MRPT) Position - Public trust positions in which an incumbent has the potential to have a *moderate to serious impact* on the integrity and efficiency of the service. Duties involved are considerably important to the agency or program mission with significant program responsibility or delivery of service. Positions include assistants to policy development and implementation; mid-level management duties or assignments; any position with responsibility for independent or semi-independent action; and delivery of service positions that demand public confidence or trust. **At this time, MCC staffing of contractor and intern positions are all MRPT positions.**

In addition, no part-time MCC MRPT contractor positions may exceed an aggregate of 1,200 hours within a 365 day period in either a single continuous appointment or series of appointments. If a contractor has not been investigated and has not been granted a facility access clearance by MCC/Security and the contractor's compensated hours approach 1,150 within a 365 day period, the contractor's hours must be closely monitored by contracting officer and COR so as not to exceed 1,200 hours. MCC will not be required to compensate any individual who has not been investigated and who has not been granted a clearance by MCC/Security for hours in excess of 1,200 hours. If work is required in excess of 1,200 hours, the work assignment must be re-advertised and all candidates must re-compete for any additional assignments not to exceed 1,200 hours within another 365 day period.

E. Issuing MCC Access Badges

A Homeland Security Presidential Directive-12 (HSPD-12) compliant MCC Photo ID Badge Federal credential (badge) will be issued to contractors, Personal Services Contractors and Personal Services Contractor-FTEs with a permanent duty station assignment at MCC Headquarters or at an overseas MCC/Resident Country Director Office. Requirements before being issued a badge include submission of required background investigation forms for processing a facility access for a contractor of PSC or a security clearance for a PSC and mandatory attendance at an MCC Orientation Program/Security Briefing which are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources Division, and are generally held from 8:45 to 10:00 am, immediately followed by an IT Briefing. In addition, all PSCs whose position has been determined as one which requires access to classified information and whose investigation is sufficient to meet that requirement must attend an MCC/Security Clearance Briefing prior to being granted a security clearance and issued a badge. Due to HSPD-12, visitor badges are no longer available and all newly hired contractors, and PSC-s will require assistance from co-workers until their badge is issued by MCC/Security.

Contractors and PSCs who have undergone a background investigation (or who are in the process of undergoing a background investigation) and who are U.S. citizens may be eligible for 24/7 access to MCC headquarters. All non-U.S. citizen foreign nationals, who hold Permanent Resident Status, who have undergone a background investigation (or who are in the process of undergoing a background investigation) will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding Federal holidays and other U.S. government closings).

Contractor and PSC candidates who have not submitted the required background investigation forms and attended the required MCC/Security Briefing(s) will not be issued a badge nor building access cards and their access to MCC headquarters will require them to have an appointment which is documented in MCC's Workspeed Access Control System and must be escorted at all times while in MCC headquarters.

F. Work Performance

The contractor shall prescreen all candidates covered under this clause to ensure they initially possess the necessary investigative and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' clearance status to ensure that nothing has occurred which may negatively impact their employees' eligibility for a clearance.

Unless otherwise provided herein in no event will the need to process background investigations and clearances (including physical on-site access at MCC facilities) from MCC/Security be considered an excusable delay under the contract. In addition, the need to replace contract personnel determined by the MCC/Security to be ineligible will not be considered an excusable delay.

Failure to comply with the contractor personnel background investigation and clearance requirements herein may result in termination of the contract for default.

G. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall provide a list of all contractor candidates (and subcontractor candidates) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include individual's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, MCC facility access, access to non-classified sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding background

investigation and clearance issues. If the contractor has documentation which evidences an individual contractor candidate's previous/current background investigation and/or clearance status, the contractor will provide the individual contractor candidate's PII and investigations/clearance status to MCC/Security via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC/Security. The contracting officer will ensure that a STARS Sharepoint New Hires entry is made for each contractor candidate to ensure that MCC/Security is aware of future on-boarding of each contractor candidate. The contracting officer or COR is responsible to provide MCC/Security's Personal Information Request Form to the contractor with instructions to have each contractor candidate complete, sign and fax to MCC/Security at 202-521-3590 so that their background investigation and clearance process can begin. All involved should be cautioned that the completed and signed Personal Information Request Form not be scanned/e-mailed to anyone at MCC. Once the Personal Information Request Form has been provided to the contractor and/or contractor candidate, it is the contractor's responsibility to assure that the Personal Information Request Form is faxed to MCC/Security at 202-521-3590 within three (3) business days. Once the Personal Information Request Form is received by MCC/Security, the individual contractor candidate's eligibility for a clearance will be determined within three (3) business days. If a contractor candidate does not have a previous background investigation and clearance, MCC/Security will initiate an e-QIP and e-mail instructions to the contractor candidate to complete the investigative requirements (including fingerprinting) within seven (7) calendar days.

(End of clause)

H.5 MCC 52.232-72 LIMITATION OF FUNDS – INCREMENTALLY FUNDED CONTRACTS (NOV 2006)

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until the date specified in Section B, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date for which incremental funds is provided.

(2) If, after notification is provided pursuant to paragraph (c)(1) of this clause, additional funds are not obligated, or an earlier date than the date in Section B of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(1) of this clause regarding any additional funds obligated.

(e) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(f) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

H.6 MCC 52.232-73 TRAVEL REIMBURSEMENT (MAY 2013)

Policy. When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) Traveler Responsibilities. All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach "premium" class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the "Fly America" rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) Limitations. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) *Reimbursement Requests.* Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and
- 4) Cost breakdown.

5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) *Approvals.* All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see Attachment J.1: Medical Accommodation Procedures.

B) Sanitation/Health – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).

E) Security – Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

2) Coach “premium” class

Must be approved by the COR, subject to the availability of funds on the contract/order, and:

- A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

NOTE: Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

(End of clause)

H.7 MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

H.8 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (AUG 2011)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690.

H.9 MCC 52.243-70 INCREASE IN SERVICES (OCT 2006)

The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

H.10 KEY PERSONNEL

The Contractor must provide and maintain all Key Personnel. Any changes are subject to prior approvals by MCC in accordance with the appropriate U.S. Government regulations.

Key personnel will be designated at the Task Order level, MCC anticipates one (1) Project Manager that will be responsible for overseeing the personnel on all Task Orders.

Name (s) of Key Personnel:

Title	Name
Project Manager	TBD

The Contractor shall provide resumes of Key Personnel and non-Key Personnel for individual task orders. All personnel identified in a task order under this contract as Key Personnel are considered to be essential to the work being performed hereunder. Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

(End of clause)

H.11 MCC TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Task Order.

(b) The COR/Government PM do not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract/Task Order cost, the fixed fee (if any), or the time required for contract/Task Order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract/Task Order; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Task Order.

(c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract/Task Order modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract/Task Order and does not constitute a change under the changes clause of the contract/Task Order, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Task Order and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

(End of provision)

H.12 MCC PUBLIC RELEASE AND DISSEMINATION OF INFORMATION

The Millennium Challenge Corporation (MCC) is committed to public release and dissemination of information generated by contract performance. However, any release of information to the public will be done by MCC unless the contractor is otherwise authorized by the Contracting Officer.

(End of provision)

H.13 REMOVAL OF CONTRACTOR'S EMPLOYEES (MANDATORY SUBCONTRACTOR FLOW DOWN)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of the MCC mission or security.

H.14 TASK ORDER FUNDING STATUS.

The contractor shall immediately notify the CO (with a copy to the COR) in writing when billing under a task order has reached 85% of the task order's not-to-exceed (NTE) amount(s) or whenever remaining funds are not sufficient to cover anticipated performance through to the order's expiration date; whichever is sooner. The contractor is cautioned that performance of work above the order's ceiling is at the contractor's own risk.

(End of provision)

(End of Section H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015) ALTERNATE I (MAY 2014)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

- (1) Quantities being acquired; and
- (2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
- (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

- (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling

price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the “hourly rate” for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the “hourly rate” attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

[X] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

- ☐ (10) [Reserved]
- ☒ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☒ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☒ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☒ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- [X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (OCT 2015) of 52.223-13.
- [] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-14.
- [] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-16.
- [X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

- ☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
 - ☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
 - ☐ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
 - ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
 - ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
 - ☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - ☐ (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☒ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - ☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
 - ☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than TBD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$5 million;

(2) Any order for a combination of items in excess of \$14 million; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated November 2016 to November 2021, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after .

(End of Clause)

I.5 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the active period of the contract.

(End of Clause)

1.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [x] is, [] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://intranet.mcc.gov>

(End of Clause)

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
J.1	Attachment to Travel Reimbursement - Medical Accommodation Procedures
J.2	Department of State Travel Forms 4086 – 4086A
J.3	Position Descriptions IT Specialist
J.4	Position Description PMO Program Assistant
J.5	Job Family Standard for Administrative Work in the Information Technology Group, 2200
J.6	Position Classification Flysheet for Miscellaneous Administration and Program Series GS -0301
J.7	Position Classification Standard for Management and Program Clerical and Assistance Series, GS-0344
J.8	Job Family Standard for Clerical and Technical Accounting and Budget Work, GS-0500
J.9	Sample Pricing Template for Task Orders
J.10	Past Performance Questionnaire
J.11	Request for Task Order Quote

(End of Section J)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. (b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or,

in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans. "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned

by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs.

(c)) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the

representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:_____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:_____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan,
Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:
Line Item No.

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the

taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26

U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name_____.

TIN_____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION	FEB 2007

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

L.2. EXCLUSION OF PROPOSALS AND PRE-AWARD COMMUNICATIONS WITH OFFERORS

L.2.1. At any time prior to award, including upon receipt of proposals, the Government may exclude a proposal from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the proposal is not among the most highly rated; or the proposal is not likely to be selected for award. The Government need not notify an offeror that its proposal has been excluded from further consideration nor need it provide the offeror with a pre-award debriefing. However, the offeror will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

L.2.2. After receipt of proposals, the Government will conduct an evaluation. The Government intends to evaluate proposals and issue a contract without communications with offerors. However, during the evaluation process, the Government may, solely at its discretion, communicate with an offeror for any purpose, such as to gain a better understanding of the proposal. As a result of such communication, the Government may allow offerors to submit proposal revisions. If proposal revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a proposal revision date for an offeror that is different than the proposal revision date for another offeror(s). The Government need not conduct communications with all offerors. Rather, the Government may, at its discretion, conduct communications with one or only some offerors. Furthermore, the Government need not permit all offerors to submit proposal revisions. Rather, the Government may, at its discretion, seek proposal revisions from only one or only some offerors.

L.3. OFFEROR'S SUBMISSION INSTRUCTIONS

L.3.1 Submittal Format

The Offeror shall submit a electronic copies of the proposal addressing all of the requirements identified in this RFP. The proposal shall clearly indicate, amongst other things, the offeror's responses to the items outlined below. The Offeror shall submit five (5) separate volumes, as follows:

Volume I – Technical Proposal (IDIQ);

Volume II - Past Performance;

Volume III – Price (IDIQ);

Volume IV – Technical Quotation (Task Order), and

Volume V- Price Quote (Task Order)

Technical Proposals (Volumes I and IV) must not include any price information, or references to price.

Page size should be 8.5 x 11 inches, with the exception of charts (such as MS-Project) that can be presented on folded 11 x 17 pages, if needed. The proposal shall be submitted electronically in a single PDF file. However, if such PDF file exceeds 10 MB in size it can be separated into no more than two (2) PDF files including: (a) Proposal body file; and (b) Resumes file (including Key Personnel). If the price proposal contains calculations, an excel file shall be submitted (in addition to the pdf file) to give visibility into all calculations.

L.3.2 Electronic Copy Submission:

- a. The proposal should be submitted electronically in a single .PDF file. However, if such .PDF file exceeds 10 MB in size it can be separated into no more than two (2) .PDF files including: (a) Proposal Body file; and (b) International Personnel CVs file. The price information shall be submitted as a separate file.
- b. The electronic versions of spreadsheets shall be in Excel 2010 or later (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. Offerors shall not establish links within these files.
- c. All proposal data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software.

L.3.3 Volume I - Content of Technical Proposal

The Offeror must demonstrate in the technical proposal it understands the requirements of this procurement and its capability of performing the work. The technical proposal must contain a complete and detailed plan for achieving the requirements and services of the RFP. PAGE LIMIT: 30 pages (excluding resumes, graphs, charts, etc.).

The written technical portion of the proposal shall contain the following sections:

- (1) Table of Contents;
- (2) Cover letter;

(3) SF 1449;

(4) A written response to IDIQ based on the following Factors delineated in Section M.2 in the same sequence as below.

(5) Oral Presentation Power Point slides must be included as a part of the Technical Proposal of the IDIQ, but will not be included in the page count.

(6)

L.3.4 Volume II – Past Performance

Offerors shall request that all references complete the Customer Past Performance Survey Form (see Section J “List of Attachments” - Attachment J-10) that describes its team’s past performance relevant to the project. The references shall be instructed to forward the completed forms (a blank of which is included as Attachment J-10 hereto) directly to the MCC contracting point of contact, Merle Phillips at phillipsmc@mcc.gov. This information will be evaluated, as well as data from other Government sources, in determining the Offeror’s ability to perform the requirement.

The Past Performance evaluation may take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

Offerors are authorized and encouraged to provide information on problems encountered on the identified contracts and the Offeror’s corrective actions. The government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror’s past performance.

There is no page limit to past performance.

L.3.5 Volume III - Price

The offeror shall submit two (2) separate price volumes: (1) Volume III - Pricing Schedule for the IDIQ contract, and (2) Volume V - Task Order Cost/Price Proposal. There are no page limit for the price proposals.

The extended total price for the anticipated hours for the contract’s 5 year period of performance, and the hourly rates for each position will be evaluated by the Government. At the Task Order level, Offerors should also provide a Total Estimated Price that include direct labor, and other direct costs. All pricing submissions shall include a signed Standard Form 1449, with all amendments acknowledged. **Compensation plans indicating unrealistically low or unrealistically high professional employee compensation may be assessed adversely as one of the factors considered in making an award.** Contractors are encouraged to offer discounted prices.

L.3.6 Volume IV – Technical (Task Order)

The Offeror shall submit a minimum of three (3) resumes and references to support the candidates’ qualifications for performing the duties outlined in the task order.

L.3.7 Volume V - Price (Task Order)

The Offeror shall submit their task order price proposal in accordance with “J.9 Sample Task Order Pricing Template”. The Offeror shall include the labor category, level of effort, fully loaded hourly rate, and the total price for the Task Order.

L.4 PROPOSAL DUE DATES

L.4.1 Submittal Deadlines

The complete proposal is required to be submitted via e-mail only and in accordance with Section L.4. All electronic copies submissions should comply with the FAR in regards to timeliness. Proposals should be sent to Contract Specialist, Merle Phillips at phillipsmc@mcc.gov and Contracting Officer, Maxwell Sarpong at sarpongmb@mcc.gov. **It is the responsibility of the Offeror to confirm receipt with the Contract Specialist and Contracting Officer.**

PROPOSALS are due no later than 1:00 PM EST, Monday October 10, 2016.

TO ASSURE TIMELY AND PROPER HANDLING, QUESTIONS AND SUBMITTALS SENT ELECTRONICALLY SHALL STATE “MCC-15-RFP-0245 – IT Support for IDIQ PSC Contract” ON THE SUBJECT LINE.

L.4.2 Inquiries/Questions Concerning the Solicitation

All questions and correspondence regarding this RFP must be addressed **in writing** by email to the attention of Ms. Merle Phillips, Contract Specialist at phillipsmc@mcc.gov and Mr. Maxwell Sarpong, Contracting Officer, Maxwell Sarpong at sarpongmb@mcc.gov.

QUESTIONS regarding this RFP are due on or before 1:00 PM EST, October 3, 2016.

Questions submitted after the due date will not be given consideration.

L.5 STAFFING & RETENTION, PERSONNEL QUALIFICATIONS, AND PAST PERFORMANCE (ORAL PRESENTATION)

Offerors will be invited to provide an oral presentation. Oral presentations will be held at MCC headquarters, 1099 Fourteenth Street, 7th Floor, NW Washington DC, 20005. All proposed key personnel will be required to attend in person.

Oral presentations are tentatively scheduled for October 17, 2016 and October 18, 2016. Offerors will be notified of the date, time, and location of the oral presentation for their company prior to the scheduled dates. Offerors must make it a priority to attend the scheduled oral presentations; failure to attend the oral presentations at the scheduled time will deem the offeror’s response to be unsuccessful. Additional information and requirements (e.g., content, corporate-level attendance/participation, presentation slides, and the equipment MCC will make available to offerors) will be addressed upon MCC’s invitation to the offerors to provide an oral presentation.

Schedule for the oral presentation is as follows:

Setup for Presentation	=	15 minutes
Presentation	=	45 minutes or less
Clarification Questions by the MCC	=	30 minutes

The offeror shall demonstrate by oral presentation their technical understanding of and ability to satisfy MCC requirements and subject matter expertise. The offeror shall demonstrate strong public speaking skills and the ability to interact with people at all levels within an organization – from practitioners through senior management.

This presentation shall address how the offeror proposes to fulfill the performance objectives of this requirement. The presentation shall highlight comparable engagements that demonstrates their ability to successfully execute the work in this RFP. The presentation shall address areas where the offeror identified relevant risk management strategies. Further, each key personnel will be asked to describe his or her own experience and qualifications to perform work under the contract. After the presentation, MCC will conduct an open question session.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number (Be sure to include in the "SUBJECT" line of any and all e-mails);
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* N/A

(e) *Multiple offers.* N/A

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

M.2. FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors

listed below in descending order of importance shall be used to evaluate offers:

- (i) Staffing & Management Approach;
- (ii) Personnel Qualifications;
- (iii) Oral Presentation;
- (iv) Past Performance; and
- (v) Price

Staffing & Management Approach, Personnel Qualifications, Oral Presentations, Past Performance, when combined, are more important than price.

(b) *Options*. N/A

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

M.3. EVALUATION FACTORS

The following evaluation factors will be used for award. These factors are ranked in descending order of importance. The evaluation shall be predicated on the adjectival rating system.

M.3.1 Evaluation Factor 1: Staffing & Management Approach

The Government will evaluate the completeness, appropriateness and overall effectiveness of the Offeror's method of recruiting and staffing. Included in the evaluation will be the effectiveness of the offeror's proposed total compensation plan. The Government will evaluate the identification and selection of key positions. In addition, the Government will evaluate the experience, past performance, education, overall capability and commitment of key personnel.

M.3.2 Evaluation Factor 2: Personnel Qualifications

The offeror shall provide resumes of the proposed personnel for Task Order 0001 with substantial experience, education, skills, abilities, training, accomplishments, and other pertinent information.

M.3.3 Evaluation Factor 3: Oral Presentation

The offeror presentation shall demonstrate the offeror's understanding of the requirements and provisions of the Statement of Work (SOW), with particular focus on providing qualified staff immediately upon award of the contract and retaining those staff over the life of the contract, including recruitment, retention practices and methods, compensation and benefits for retention purposes. Vendors will be allowed a forty-five minute session (in person) to make their presentation.

Vendors who do not provide the Oral Presentation slides with their Technical Proposal will be deemed unresponsive, and therefore will not be evaluated any further.

M.3.4 Evaluation Factor 4: Past Performance

Technical proposals shall provide three (3) examples of relevant contracts or Orders similar in size, scope, and complexity to the Statement of Work, performed as a prime contractor or subcontractor within the past three years of the date of this solicitation. The example should include the following information:

- Contract/Order Number
- Period of Performance
- Contract/Order Value
- Technical POC (Name/Email/Telephone Number)
- Contractual POC (Name/Email/Telephone Number)
- Project Description
- Relevance to Section C. Statement of Work

The MCC shall consider this information, as well as information obtained from any other sources, when evaluating past performance.

M.3.5 Evaluation Factor 5: Price

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of quotes. Price proposals will be analyzed for fairness, reasonableness and completeness. A price proposal found to be unrealistically low or unrealistically high may be considered to reflect a lack of understanding of the requirements. Offerors are cautioned that unreasonably high or unrealistically low proposed prices may be grounds for eliminating a quotation from consideration for award.

M.4 EVALUATION METHODOLOGY

The Government will use the following adjectives to evaluate the following Factors: 1. Staffing and Management Approach, 2. Personnel Qualifications, and 3. Oral Presentations) as set forth above. The ratings reflect MCC's assessment of solicitation compliance and the expected results, based on the Offeror's Technical Quotation (Volume I).

The ratings reflect MCC assessment of solicitation compliance and the expected results, based on the Offeror's proposed approach. The following adjective ratings will be used in evaluation of the technical factors:

EVALUATION RATINGS	
Outstanding (O)	Highly comprehensive, in-depth, clear response. Proposal consistently meets this standard with no omissions. Proposed approach to performance of requirements, demonstrated capabilities, and quality of staff present no risk to expectation of high-quality performance. RISK LEVEL: VERY LOW

<p>Excellent</p> <p>(E)</p>	<p>Extensive, detailed response to all requirements similar to outstanding in quality, but with minor shortcomings. No significant weaknesses exist. Proposed approach to performance of requirements, demonstrated capabilities, and quality of staff present some minor risk to high-quality performance.</p> <p>RISK LEVEL: LOW</p>
<p>Satisfactory</p> <p>(S)</p>	<p>The proposal generally meets requirements but there is no expectation of better than acceptable performance. Minor weaknesses exist. Proposed approach to performance of requirements, demonstrated capabilities, and quality of staff present some risk to high-quality performance.</p> <p>RISK LEVEL: MODERATE</p>
<p>Marginal</p> <p>(M)</p>	<p>The proposal demonstrates a shallow understanding of the requirements and approach and only meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and deficiencies that may impact successful contract performance.</p> <p>RISK LEVEL: HIGH</p>
<p>Unsatisfactory</p> <p>(U)</p>	<p>Deficiencies exist in significant areas. There exists a high risk of performance that will fail to meet requirements. The proposal cannot be expected to meet the stated requirements without major revisions. The proposal only indicates a willingness to perform in accordance with the requirements without specifying how or demonstrating the capability to do so. Only vague indications of the required capability are present.</p> <p>RISK LEVEL: VERY HIGH</p>

Mere restatement of the requirements or statements from the Offeror that the proposal is compliant with the RFQ without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the proposal would be so non-compliant and vague as to require a major revision, it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well-tailored" to the MCC requirement.

Past performance evaluation will be performed in accordance with the following performance risk criteria:

PERFORMANCE RISK (for Past Performance Evaluation Factor)	
<p>Low Risk</p> <p>(L)</p>	<p>Little doubt exists that the offeror will successfully perform the required effort. Based on the offeror's past performance record.</p>
<p>Moderate Risk</p> <p>(M)</p>	<p>Some doubt exists that the offeror can successfully perform the required effort based on the offeror's past performance record.</p>
<p>High Risk</p> <p>(H)</p>	<p>Significant doubt exists that the offeror will successfully perform the required effort based on the offeror's past performance record.</p>
<p>Unknown Risk</p> <p>(UK)</p>	<p>Offeror is without a record of relevant past performance or past performance information or is not available. The rating shall be characterized as neutral.</p>

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M.5 DETERMINATION OF COMPETITIVE RANGE

In accordance with Federal Acquisition Regulation (FAR) Subpart 15.306(c), the following establishes which offerors are in the competitive range for the purpose of conducting discussions regarding the subject solicitation. This determination is made on the basis of the ratings of each proposal against all evaluation criteria specified in the solicitation. *[The competitive range is comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. See FAR 15.306 (c)(1) and (2).]*

The Government evaluated proposals and determined which were the most highly rated and eligible for inclusion in the competitive range relying on the merits of each offer. The merits of each offer were determined on the basis of:

- (1) The quality of the technical proposal based on the ratings of each proposal against all evaluation criteria.
- (2) The proposed cost/prices.

Those proposals not included in the competitive range will receive no further consideration and will be notified of this in accordance with FAR Part 15.503.

M.6 BASIS FOR AWARD

The Government intends to award a single award IDIQ contract on a best value basis to the responsive Offeror whose proposal is determined to be the most advantageous to the Government, price and other factors considered. Proposals shall be evaluated based upon the technical factors described in section M (listed in descending order of importance), and for price reasonableness. Prior to being evaluated in terms of the technical factors, proposals must meet the requirements set forth in section C, and be compliant with the terms and conditions of this solicitation. Offerors proposed costs will be considered independently of the technical criteria and will not of themselves be accorded any specific numerical rating. If there are no significant technical differences among offerors, cost alone will be the determining factor for source selection.

Offerors are cautioned that an award may not necessarily be made to the Offeror with the lowest prices. However, if non-price factors are evaluated as comparatively equal between two or more Offerors, price may become a determinative factor.

(End of SECTION M)

(END OF MCC-16-RFP-0245)